

SERFF Tracking Number:	SAFC-125287074	State:	Arkansas
Filing Company:	General Insurance Company of America	State Tracking Number:	AR-PC-07-026555
Company Tracking Number:	07-0239F		
TOI:	17.2 Other Liability - Occurrence Only	Sub-TOI:	17.2001 Commercial General Liability
Product Name:	GL 07-0239F		
Project Name/Number:	Independent Form Filing/07-0239F		

## Filing at a Glance

Company: General Insurance Company of America

Product Name: GL 07-0239F	SERFF Tr Num: SAFC-125287074	State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only	SERFF Status: Closed	State Tr Num: AR-PC-07-026555
Sub-TOI: 17.2001 Commercial General Liability	Co Tr Num: 07-0239F	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Cynthia Chu	Disposition Date: 10/29/2007
	Date Submitted: 10/25/2007	Disposition Status: Approved
Effective Date Requested (New): 12/01/2007		Effective Date (New):
Effective Date Requested (Renewal): 12/01/2007		Effective Date (Renewal):

## General Information

Project Name: Independent Form Filing	Status of Filing in Domicile: Pending
Project Number: 07-0239F	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 10/29/2007	
State Status Changed: 10/26/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

With this filing, we are introducing coverage for General Insurance Company of America which is specifically designed for, and currently in use by, Sports and Fitness Insurance Risk Purchasing Group Association, Inc. Sports and Fitness Insurance Risk Purchasing Group Association, Inc. is an existing Purchasing Group under the 1986 Risk Retention Act. A current registration notice for this risk purchasing group is on file with your office.

We are submitting independent forms which are currently, and will continue to be used for issuing coverage for members of this purchasing group. The attached forms are submitted on behalf of General Insurance Company of America. They replace nothing currently on file for this company. These programs also utilize ISO coverage forms and independent forms previously filed and approved for General Insurance Company of America.

<i>SERFF Tracking Number:</i>	<i>SAFC-125287074</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>General Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026555</i>
<i>Company Tracking Number:</i>	<i>07-0239F</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>GL 07-0239F</i>		
<i>Project Name/Number:</i>	<i>Independent Form Filing/07-0239F</i>		

The submitted independent forms are identical to those currently utilized by this purchasing group to issue coverage through another carrier. The policyholders will experience no change in coverage or policy premiums resulting from this change in carriers. The attached Filing Memorandum describes the insurance programs administered by this purchasing group.

## Company and Contact

### Filing Contact Information

Cynthia Chu, Commercial Lines Filings Coordinator	cynchu@safeco.com
Safeco Plaza	(206) 925-2189 [Phone]
Seattle, WA 98185	(206) 545-3478[FAX]

### Filing Company Information

General Insurance Company of America	CoCode: 24732	State of Domicile: Washington
4333 Brooklyn Ave NE	Group Code: 163	Company Type:
Seattle, WA 98105-9903	Group Name:	State ID Number:
(206) 545-5000 ext. [Phone]	FEIN Number: 91-0231910	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.0 per form filing.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
General Insurance Company of America	\$0.00	10/25/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0001384573	\$50.00	09/26/2007

<i>SERFF Tracking Number:</i>	<i>SAFC-125287074</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>General Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026555</i>
<i>Company Tracking Number:</i>	<i>07-0239F</i>		
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<i>Project Name/Number:</i>	<i>Independent Form Filing/07-0239F</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Edith Roberts	10/29/2007	10/29/2007

<i>SERFF Tracking Number:</i>	<i>SAFC-125287074</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>General Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026555</i>
<i>Company Tracking Number:</i>	<i>07-0239F</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>GL 07-0239F</i>		
<i>Project Name/Number:</i>	<i>Independent Form Filing/07-0239F</i>		

## **Disposition**

Disposition Date: 10/29/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	SAFC-125287074	State:	Arkansas
Filing Company:	General Insurance Company of America	State Tracking Number:	AR-PC-07-026555
Company Tracking Number:	07-0239F		
TOI:	17.2 Other Liability - Occurrence Only	Sub-TOI:	17.2001 Commercial General Liability
Product Name:	GL 07-0239F		
Project Name/Number:	Independent Form Filing/07-0239F		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter and Filing Memorandum	Approved	Yes
Form	Amendatory Endorsement	Approved	Yes
Form	Tanning Limitation Endorsement	Approved	Yes
Form	Unattended Water Hazard	Approved	Yes
Form	Exclusion - Asbestos	Approved	Yes
Form	Lead - Exclusion	Approved	Yes
Form	Abuse or Molestation Exclusion, Abuse or Molestation Sublimit	Approved	Yes

SERFF Tracking Number: SAFC-125287074 State: Arkansas

Filing Company: General Insurance Company of America State Tracking Number: AR-PC-07-026555

Company Tracking Number: 07-0239F

TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability

Product Name: GL 07-0239F

Project Name/Number: Independent Form Filing/07-0239F

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendatory Endorsement	CG 87 03	09/07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	CG 8703 0907.pdf
Approved	Tanning Limitation Endorsement	CG 87 04	09/07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	CG 8704 0907.pdf
Approved	Unattended Water Hazard	CG 87 05	09/07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	CG 8705 0907.pdf
Approved	Exclusion - Asbestos	CG 87 06	09/07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	CG 8706 0907.pdf
Approved	Lead - Exclusion	CG 87 07	09/07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	CG 8707 0907.pdf
Approved	Abuse or Molestation Exclusion, Abuse or Molestation Sublimit	CG 87 08	09/07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	CG 8708 0907.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusions are added to **2. Exclusions** under **Section I — Coverage A Bodily Injury and Property Damage Liability** and **Section I — Coverage B Personal and Advertising Injury Liability**:

This insurance does not apply to:

#### **1. Assault and Battery**

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of or in any way connected with an assault and/or battery or an attempted assault and/or battery, provoked or unprovoked, or out of any act or omission connected with the prevention, suppression or containment of such acts, whether caused by or at the direction of the insured, “employees”, club members, guests or any other person or entity.

#### **2. Communicable Disease**

“Bodily injury” or “personal and advertising injury” resulting from, or in any way related to,

transmission, exposure or threat of exposure to any communicable disease, bacteria, parasite, virus or other organism

#### **3. Trampolines**

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the ownership, operation, maintenance or use of any trampoline or similar rebound jumping device.

The above exclusion does not apply to jogger type mini-trampolines no larger than 48 inches in diameter used for aerobic exercise.

#### **4. Vitamins and Supplements**

“Bodily injury”, “property damage” or “personal and advertising injury” based upon or arising out of, in whole or in part, the recommendation, production, promotion, solicitation, testing, selling or manufacture of vitamins, minerals, herbal supplements, medicinal supplements, nutritional supplements, or steroids.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TANNING LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. The following is added to 2. Exclusions under Section I — Coverage A Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

#### **Tanning Devices**

“Bodily injury” or “property damage” arising directly or indirectly out of or in consequence of the ownership, maintenance or use of a tanning device by any person which is caused in whole or in part by:

- (1) Failure to wear or to provide protective eye wear goggles;
- (2) Overexposure due to the regulation of the tanning device timing controls by anyone other than the insured;
- (3) any carcinogenic effect, including but not limited to benign or malignant growths or other cancerous or pre-cancerous growths or conditions; or
- (4) any long term or cumulative skin damage attributable to exposure to the sun or tanning devices.

**B. With respect to “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a tanning device, the amount we will pay for damages and “defense costs and expenses” is limited as described in Item C. of this endorsement. Our right and duty to defend ends when we have used up the applicable limit of insurance in payment of judgments, settlements or “defense costs and expenses”.**

No other obligation or liability to pay sums or perform acts or services is covered.  
**Supplementary Payments — Coverages A and B** does not apply.

**C. For the purposes of the coverage provided by this endorsement, Section III — Limits of Insurance is replaced by the following:**

#### **1. Limits of Insurance**

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or “suits” brought;
  - (3) Persons or organizations making claims or bringing “suits”.
- b. An Aggregate Limit of \$100,000 is the most we will pay for all damages and “defense costs and expenses” because of all “bodily injury” or “property damage” during each annual policy period.
- c. Subject to the Aggregate Limit, an Each Person or Organization Limit of \$100,000 is the most we will pay for the sum of all damages and “defense costs and expenses” because of all “bodily injury” or “property damage” sustained by any one person or organization.
- d. The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.



**D. The following definition is added to **Section V — Definitions:****

“Defense costs and expenses” means fees charged by any lawyer designated by you or us and all other fees, costs or expenses resulting

from the investigation, adjustment, defense and appeal of a claim or “suit”. Defense costs and expense shall not include salary charges of our regular employees or salary charges of your regular “employees” or your loss of earnings.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **UNATTENDED WATER HAZARD**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is agreed and understood that it is warranted by the insured, as a condition precedent to providing liability coverage, that the following requirements are met when no lifeguard is present at a swimming pool:

1. Flotation devices are kept in the pool area.
2. Depth markings are posted.
3. A "swim at your own risk" sign must be posted and clearly visible.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION — ASBESTOS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is added to **2. Exclusions** under **Section I — Coverage A Bodily Injury and Property Damage Liability** and **Section I — Coverage B Personal and Advertising Injury Liability**:

This insurance does not apply to:

#### **Asbestos**

1. "Bodily injury", "property damage", "personal and advertising injury" or medical expenses arising out of the inhalation or exposure to, or related in any way to, asbestos, silica, asbestos fibers, asbestos or silica dust, or asbestos contained in products or materials of any kind.
2. Any loss, cost or expense arising out of any:
  - (a) Claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, preventing, abating, or in any way responding to, or assessing the presence of or effect of any kind of asbestos, silica, asbestos fibers, asbestos or silica dust, or asbestos contained in products or materials of any kind; or

(b) Any law or regulation, or any request, demand, order, writ, injunction or judgment that any insured or others test for, monitor, cleaning up, remove, contain, treat, detoxify, neutralize, prevent, abate, or in any way respond to, or assess the presence of or effect of any kind of asbestos, silica, asbestos fibers, asbestos or silica dust, or asbestos contained in products or materials of any kind.

3. "Bodily injury", "property damage", "personal and advertising injury" or medical expenses, or any other action based upon the insured(s) supervision, removal, instructions, recommendations, warranties (expressed or implied), warnings or advice given or withheld regarding asbestos, silica, asbestos fibers, asbestos or silica dust, or asbestos contained in products or materials of any kind.

We shall not have the duty to defend any such claim or "suit".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is added to **2. Exclusions** under **Section I — Coverage A Bodily Injury and Property Damage Liability** and **Section I — Coverage B Personal and Advertising Injury Liability**:

This insurance does not apply to:

#### **Lead**

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
- (2)** Any loss, cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;

- (3)** Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts **(1)** or **(2)** above;
- (4)** Any obligation to share damages with or repay someone else who must pay damages in connection with parts **(1)**, **(2)** or **(3)** above;
- (5)** Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, assess the effects of lead; or
- (6)** Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ABUSE OR MOLESTATION EXCLUSION ABUSE OR MOLESTATION SUBLIMIT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**(1)** Except to the extent coverage is provided in **(2)** below, this insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, or any other injury, arising out of:

**(a)** The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any insured; or

**(b)** The negligent:

**(i)** employment;

**(ii)** investigation;

**(iii)** supervision;

**(iv)** reporting to the proper authorities, or failure to so report; or

**(v)** retention

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **(a)** above.

This exclusion shall apply regardless of the legal form any “suit” may take. As an example, this insurance shall provide no coverage for a claim alleging that an insured was negligent or in breach of contract due to the hiring of an employee accused of sexual abuse.

**(2) (a)** If a Limit of Liability is shown in item **(b)** below, the above exclusion shall not apply, subject to the following additional conditions:

**(i)** The most we will pay for a claim otherwise excluded in Item **(1)** above is the Limit of Liability stated in this endorsement.

**(ii)** We will pay the cost of defending a “suit” otherwise excluded in Item **(1)** above,

but the most we will pay is also limited by and contained within the Limit of Liability stated in this endorsement.

**(iii)** We will not pay any claim or defense cost on behalf of any person who personally takes part in inflicting physical or sexual abuse, sexual molestation, sexual exploitation or sexual injury upon another person; or on behalf of any person who remains passive upon gaining knowledge of any alleged physical or sexual abuse, sexual molestation, sexual exploitation, or sexual injury committed by an employee or volunteer of the insured.

**(b)** Limit of Liability

\$100,000 per person abused or molested regardless of the number of incidents involving that person, including defense cost;

\$300,000 aggregate per policy period.

Multiple incidents of abuse or molestation involving a person which take place over multiple policy periods for which this coverage is provided by us shall be deemed as one occurrence and shall be subject to the coverage and limits in effect at the time of the first incident.

Payment under this coverage shall be included in the General Aggregate Limit as stated in **Section III — Limits of Insurance**, Paragraph **2.** of the Commercial General Liability Coverage Part. All other provisions of **Section III — Limits of Insurance** do not apply to coverage afforded by this endorsement.

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<i>SERFF Tracking Number:</i>	<i>SAFC-125287074</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>GL 07-0239F</i>		
<i>Project Name/Number:</i>	<i>Independent Form Filing/07-0239F</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: SAFC-125287074 State: Arkansas  
Filing Company: General Insurance Company of America State Tracking Number: AR-PC-07-026555  
Company Tracking Number: 07-0239F  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: GL 07-0239F  
Project Name/Number: Independent Form Filing/07-0239F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 10/29/2007

**Comments:**

**Attachment:**

AR\_PCTD and FFS.pdf

**Satisfied -Name:** Cover Letter and Filing  
Memorandum **Review Status:** Approved 10/29/2007

**Comments:**

**Attachments:**

Ltr-F.pdf

Forms List.pdf

Filing Memorandum.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>
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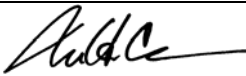
<b>2. Insurance Department Use only</b>	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

<b>3. Group Name</b>	<b>Group NAIC #</b>
Safeco Group	163

4. Company Name(s)	Domicile	NAIC #	FEIN #
General Insurance Company of America	WA	24732	91-0231910

<b>5. Company Tracking Number</b>	07-0239F
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Cynthia Chu	Commercial Lines Filings Coordinator	206-925-2189	206-545-3478	cynchu@safeco.com
	Safeco Plaza, State Filings C-2 Seattle, WA 98185				
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Cynthia Chu		

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.2 Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0002 Commercial General Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: December 1, 2007   Renewal: December 1, 2007
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	October 19, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved



**Property & Casualty Transmittal Document—**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	07-0239F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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With this filing, we are introducing coverage for General Insurance Company of America which is specifically designed for, and currently in use by, Sports and Fitness Insurance Risk Purchasing Group Association, Inc. Sports and Fitness Insurance Risk Purchasing Group Association, Inc. is an existing Purchasing Group under the 1986 Risk Retention Act. A current registration notice for this risk purchasing group is on file with your office.

We are submitting independent forms which are currently, and will continue to be used for issuing coverage for members of this purchasing group. The attached forms are submitted on behalf of General Insurance Company of America. They replace nothing currently on file for this company. These programs also utilize ISO coverage forms and independent forms previously filed and approved for General Insurance Company of America.

The submitted independent forms are identical to those currently utilized by this purchasing group to issue coverage through another carrier. The policyholders will experience no change in coverage or policy premiums resulting from this change in carriers. The attached Filing Memorandum describes the insurance programs administered by this purchasing group.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #: 0001384573</b> <b>Amount: \$50.00</b></p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>07-0239F</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/A</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Amendatory Endorsement	CG 87 03 09/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Tanning Limitation Endorsement	CG 87 04 09/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Unattended Water Hazard	CG 87 05 09/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Exclusion - Asbestos	CG 87 06 09/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Lead - Exclusion	CG 87 07 09/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Abuse or Molestation Exclusion	CG 87 08 09/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



Safeco Plaza  
Seattle, WA 98185-0001

Phone (206) 545-5000  
[www.safeco.com](http://www.safeco.com)

October 19, 2007

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

General Insurance Company of America 163-24732

**Sports and Fitness Insurance Risk Purchasing Group  
Independent Form Filing**

Submitting Forms and Manual Pages:

See Attached Forms List

Proposed Effective Date: December 1, 2007

Company Filing Number: 07-0239F

With this filing, we are introducing coverage for General Insurance Company of America which is specifically designed for, and currently in use by, Sports and Fitness Insurance Risk Purchasing Group Association, Inc. Sports and Fitness Insurance Risk Purchasing Group Association, Inc. is an existing Purchasing Group under the 1986 Risk Retention Act. A current registration notice for this risk purchasing group is on file with your office.

We are submitting independent forms which are currently, and will continue to be used for issuing coverage for members of this purchasing group. The attached forms are submitted on behalf of General Insurance Company of America. They replace nothing currently on file for this company. These programs also utilize ISO coverage forms and independent forms previously filed and approved for General Insurance Company of America.

The submitted independent forms are identical to those currently utilized by this purchasing group to issue coverage through another carrier. The policyholders will experience no change in coverage or policy premiums resulting from this change in carriers. The attached Filing Memorandum describes the insurance programs administered by this purchasing group.

We propose this change apply to policies written on or after December 1, 2007, or such earlier date as you may approve. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Cynthia Chu", written in a cursive style.

Cynthia Chu  
Commercial Line Filings Coordinator  
SBI State Filings (C-2)  
Phone: 206-925-2189  
FAX: 206-545-3478  
[cynchu@safeco.com](mailto:cynchu@safeco.com)

## Sports and Fitness Programs Submitted Forms List

Submitting:

Form #	Edition	Title
CG 87 03	09/07	Amendatory Endorsement
CG 87 04	09/07	Tanning Limitation Endorsement
CG 87 05	09/07	Unattended Water Hazard
CG 87 06	09/07	Exclusion – Asbestos
CG 87 07	09/07	Lead Exclusion
CG 87 08	09/07	Abuse or Molestation Exclusion Abuse or Molestation Sublimit

# Filing Memorandum Sports and Fitness Insurance Risk Purchasing Group Association, Inc.

## **Sports & Fitness Health Club Program**

This program targets health clubs, fitness centers and racquet clubs. The program does not provide products liability to equipment manufacturers, supplement or dietary manufacturers, or sport teams. The book is underwritten to be essentially a premises / operations exposure.

## **Sports & Fitness Curves Program**

This program targets Curves for Women franchisees located in all 50 states. Franchises are typically located in strip malls convenient to shopping or work. Each of the locations are identical, average 1,100 square feet with the same equipment. There are no swimming pools or hot tubs.

## **Sports & Fitness Personal Trainers Program**

These risks are typically independent contractors and must provide evidence of insurance to the health club(s) in which they work. All instructors must be certified and an active member of their professional organization to qualify for coverage.